

**NORTH MIAMI COMMUNITY REDEVELOPMENT AGENCY  
HOUSING IMPROVEMENT PROGRAM AGREEMENT**

**THIS AGREEMENT** is entered into this day of \_\_\_\_\_, by and among the following: **Louis V. Audate**, (“Owner”)s, Owner(s) of the subject property; the **North Miami Community Redevelopment Agency** (“NMCRA”), a public body corporate and politic, having its principal office at 735 NE 125<sup>th</sup> Street, Suite 100, North Miami, Florida 33161; and **Law Construction Group, Inc.**, (“Contractor”), having its principal business address at 9803 SW 191 Street, Miami, FL 33157, collectively referred to as “Parties”, regarding the rehabilitation of the real property legally described as:

East 10 feet of Lot 19 and all of Lot 20, Block 11, SUNKIST GROVES, according to the Plat thereof, as recorded in Plat Book 8 at Page 49, of the Public Records of Dade County, Florida a/k/a 1101 NW 124<sup>th</sup> Street, North Miami, Florida 33168 (subject property).

**WITNESSETH:**

**WHEREAS**, the City of North Miami (“City”) has established the Citywide “Housing Improvement Program” (“Program”) sponsored by the North Miami Community Redevelopment Agency (“NMCRA”) to provide assistance to eligible homeowners for the purpose of providing financial assistance to income eligible residents of North Miami living within the NMCRA boundaries, who are in need of repairs and beautification of their property (Project); and

**WHEREAS**, the Program is funded by the NMCRA and will be administered by the City’s Housing and Social Services Department; and

**WHEREAS**, for purposes of administration of the Program, the City shall act as the agent of the NMCRA (“Agent”); and

**WHEREAS**, the Agent utilizes approved funding from the NMCRA in administering the Program; and

**WHEREAS**, the Owner(s), legal Owner(s) of the property described above, has agreed to the Project in accordance with Program specifications; and

**WHEREAS**, this Agreement is entered into after compliance by the Parties with all applicable provisions of Federal, State, and local laws, statutes, rules and regulations.

**NOW, THEREFORE**, in consideration of the mutual promises and the money in the amount of Eighteen Thousand Dollars and 00/100 Cents (**\$18,000.00**) which the Agent will pay, which consideration is acknowledged by the Parties, the Parties agree as follows:

1. NMCRA Funds in the amount of Eighteen Thousand Dollars and 00/100 Cents (**\$18,000.00**) are being utilized for the purpose of beautifying the subject property located within the NMCRA boundaries.

2. The following documents are incorporated hereto and are made part of this Agreement collectively referred to as the "Contract Documents":
  - The Specifications & Proposal related to the Project, attached as composite Exhibit "A", amended from time to time, represent the scope of services and responsibilities of the Parties under the Program and that the Parties agree to abide by and comply with their roles and responsibilities;
  - Program Regulations and Contractor Method of Payment, attached as Exhibit "B."
3. The Agent has the sole responsibility and obligation of interpreting the intent and purpose of the Program and Contract Documents.
4. Homeowner(s) is receiving a grant from the NMCRA secured by the above described property. In consideration thereof, homeowner(s) agrees to cooperate promptly with the Agent and its agents in the correction or completion, as well as the updating of any agreement documents, if deemed necessary or desirable by the NMCRA. Borrower understands that this may include correction or execution of a new note and mortgage to reflect the agreed terms. Refusal to do so, may jeopardize your opportunity to continue to participate in the program.
5. The Project shall be performed in accordance with the applicable codes, ordinances and Statutes of the State of Florida, the City and Metropolitan Dade County.
6. The Owner agrees to maintain the property in good condition after the Project is completed. If the property is located in a Federal Emergency Management Act 100-year flood plain zone, the Owner must have an active flood insurance policy. Owner agrees to purchase Homeowner's Insurance, Windstorm Insurance or Flood Insurance (Windstorm and Flood Insurances as applicable) upon completion of the rehabilitation work to be done to property. The coverage details of the insurance requirements follow:
  - a. Hazard (or Homeowner's) Insurance Policy for the replacement value as determined by the insurer, properly endorsed;
  - b. Proof of Windstorm Insurance if not covered by the Homeowner Insurance Policy for the replacement value as determined by the insurer, properly endorsed (if applicable); and
  - c. Proof of Flood Insurance if the subject property is located within a Flood Zone for the replacement value as determined by the insurer, properly endorsed (if applicable).
  - d. The **mortgagee loss payee clause** on the insurance policy(ies) must read as follows:

"North Miami Community Redevelopment Agency"  
ISAOA ATIMA  
(Its Successors and/or Assigns as Their Interests May Appear)  
735 NE 125<sup>th</sup> Street, Suite 100  
North Miami, Florida 33161-5654"

7. The Parties acknowledge and agree that funds provided derive from the NMCRA for the uses and purposes referred to in this Agreement.
8. The Owner(s) is required to provide proof of required insurance coverage and policy endorsements. If insurance coverage is not in compliance, Owner(s) may achieve compliance by obtaining the required coverage. Failure of Owner(s) to obtain and provide the Agent with proof of insurance within one (1) year from the date of execution of the contract will be an act of default.
9. The Owner(s) acknowledges that they presently occupy the property as their primary residence, and agrees to continually occupy the property as their primary residence.
10. Awards exceeding Ten Thousand Dollars (\$10,000.00) will require a lien placed on the property through a recorded promissory Note and Mortgage for a period of five (5) years from this Agreement execution.
11. If any interest in the property is sold, assigned, subleased, conveyed or transferred, or the Note and Mortgage created by this Agreement is subordinated, whether voluntarily or involuntarily, including bankruptcy or foreclosure, within five (5) years of this Agreement's execution, such an event shall be considered a default unless the property Owner(s) agrees to repay the remaining balance prior to such event. The indebtedness shall be payable at a rate of four percent (4%) simple interest per year on the remaining principal amount. Any person or entity, who, subsequent to the execution of this Agreement, purchases or receives any interest in the subject property, shall be bound by the terms and conditions of this Agreement and shall execute any and all documents required by the NMCRA.
12. All conditions and restrictions of this Agreement shall be considered and construed as restrictions running with the land, and shall bind all successors, assigns and persons claiming ownership of all or any portion of the subject property for a period of five (5) years from the date a Note and Mortgage are recorded, after which time, they shall be released by the NMCRA.
13. The Owner(s) and Contractor will not voluntarily create or permit, suffer to be created or to exist on or against the subject property or any part, any lien superior to the NMCRA's interest, and will keep and maintain the property from the claim of all parties supplying labor or materials which will enter into the construction or installation of improvements.
14. The Agent may, periodically, inspect the property for the purpose of assuring compliance with this Agreement.
15. In the event the Owner(s) or Contractor prevents the Agent from inspecting the Project for purposes of assuring compliance with this Agreement or with the Contract Documents, or prevents the Agent from complying with federal, state or local laws, the Agent shall be entitled to immediately terminate this Agreement, retain all funds, seek reimbursement for any funds distributed for the Project or obtain other relief as permitted by the Agreement.

Further, action by the Owner(s) or Contractor to prevent or deny the Agent's inspection of the project will constitute a default of this Agreement, and the NMCRA shall be entitled to exercise any and all remedies at law or equity.

16. If the Owner(s) terminates or cancels the services of the Contractor, and the Contractor is not in default of this Agreement, the Contractor shall be compensated for labor and material expenses incurred up to the date of cancellation, plus normal profit and overhead, the total sum of which shall not exceed twenty percent (20%) of the labor and materials' cost. As a condition of payment, Contractor shall submit verifiable written documentation of labor and materials expenses to the Agent. The Contractor shall be compensated from the funds provided to this Project. The Contractor shall not seek any relief or file any claim against the NMCRA should such termination or cancellation by the Owner(s) occur.
17. The Owner(s) shall not release or amend this Agreement without the prior written consent of the Agent.
18. Payment to the Contractor for the Project shall be made as described in composite Exhibit "B". After payment is made to the Contractor by the Agent, the NMCRA shall be automatically discharged from any and all obligations, liabilities and commitments to Owner(s), Contractor or any third person or entity.
19. The NMCRA desires to enter into this Agreement only if by so doing the NMCRA can place a limit on its liability for any cause of action arising out of this Agreement, so that its liability never exceeds its monetary commitment of Eighteen Thousand Dollars and 00/100 Cents (**\$18,000.00**). Owner(s) and Contractor express their willingness to enter into this Agreement with recovery from the NMCRA for any action arising out of this Agreement to be limited to the total amount of its monetary commitment of Eighteen Thousand Dollars and 00/100 Cents (**\$18,000.00**), less the amount of all funds actually paid by the Agent pursuant to this Agreement. Nothing contained in this paragraph or elsewhere in this Agreement is in any way intended to be a waiver of the limitation placed on the NMCRA's liability as set forth in Section 768.28, Florida Statutes.
20. The Owner(s) and Contractor shall hold harmless, indemnify and defend the NMCRA, its Agent, officers and employees from any and all obligations, liabilities, actions, claims, causes of action, suits, or demands arising or accruing by virtue of this Agreement.
21. The Owner(s) and Contractor shall not sublease, transfer or assign any interest in this Agreement.
22. In the event of a default, the Agent may mail to Owner(s) or Contractor a notice of default. If the default is not fully and satisfactorily cured within thirty (30) days of the Agent's mailing notice of default, the Agent may cancel and terminate this Agreement without liability to any other party to this Agreement. In addition, the Agent shall set the amount of compensation to be paid to the Contractor for the work completed up until the time of termination, including replacement of all work areas to a suitable condition.

23. In the event of a default, the NMCRA, shall additionally be entitled to bring any and all legal and/or equitable actions in Miami-Dade County, Florida, in order to enforce the NMCRA's right and remedies against the defaulting party. The NMCRA shall be entitled to recover all costs of such actions including a reasonable attorney's fee, at trial and appellate levels, to the extent allowed by law.
24. A default shall include but not be limited to the following acts or events of an Owner(s), Contractor, or their agents, servants, employees, or subcontractors:
- a. Failure by the Contractor to (i) commence work within thirty (30) days from the date of this Agreement, or (ii) diligently pursue construction and timely complete the project by securing a Final Certificate of Completion within two (2) months from the date of this Agreement, or (iii) provide the documentation required to make the final payment of the grant, within thirty (30) days from the date when a Final Certificate of Completion is issued.
- Work shall be considered to have commenced and be in active progress when, in the opinion of the Agent a full complement of workmen and equipment is present at the site to diligently incorporate materials and equipment into the structure throughout the day on each full working day, weather permitting.
- b. Failure by the Contractor to comply with any applicable building, fire, life safety, housing or zoning law, rule, regulation or code.
  - c. Default by an Owner(s) on any of the terms and conditions of the Note, Mortgage or other document executed in connection with the Program.
  - d. Insolvency or bankruptcy by the Owner(s) or by the Contractor.
  - e. Failure by the Contractor to maintain the insurance required by the NMCRA.
  - f. Failure by the Contractor to correct defects within a reasonable time as decided in the sole discretion of the Agent.
25. This Agreement shall be governed by the laws of Florida and venue shall be in Miami-Dade County, Florida.
26. The Owner(s) shall comply with all applicable uniform administrative requirements as described in Chapter 420, Florida Statutes, Chapter 9I-37, Florida Administrative Code and Section 570.502, Code of Federal Regulations.
27. Notices and Demands: All notices, demands, correspondence and communications between the Agent, Owner(s) and Contractor shall be deemed sufficiently given under the terms of this Agreement if dispatched by registered or certified mail, postage prepaid, return receipt requested, addressed as follows:

If to the NMCRA: North Miami Community Redevelopment Agency  
735 NE 125<sup>th</sup> Street, Suite 100  
North Miami, Florida 33161  
Attn: NMCRA Executive Director

With copies to: City of North Miami  
776 NE 125<sup>th</sup> Street  
North Miami, Florida 33161  
Attn: Housing & Social Services Director

If to Contractor: Law Construction Group, Inc  
Wray, Leaford A (Registered Agent)  
9803 SW 191 Street  
Miami, Florida 33157

If to Owner(s): Louis V. Audate  
1101 NW 124<sup>th</sup> Street  
North Miami, Florida 33168

or to such address and to the attention of such other person as the NMCRA, Agent, Contractor or Owner(s) may from time to time designate by written notice to the others.

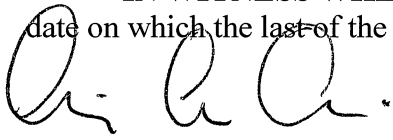
28. It is understood and agreed that all Parties, personal representatives, executors, successors and assigns are bound by the terms, conditions and covenants of this Agreement.
29. Any amendments, alterations or modifications to this Agreement will be valid when they have been reduced to writing and signed by the Parties.
30. No waiver or breach of any provision of this Agreement shall constitute a waiver of any subsequent breach of the same or any other provision, and no waiver shall be effective unless made in writing.
31. Should any provision, paragraphs, sentences, words or phrases contained in the Agreement be determined by a court of competent jurisdiction to be invalid, illegal or otherwise unenforceable under the laws of the State of Florida, such provisions, paragraphs, sentences, words or phrases shall be deemed modified to the extent necessary in order to conform with such laws; or, if not modifiable to conform with such laws, then same shall be deemed severable, and in either event, the remaining terms and provisions of this Agreement shall remain unmodified and in full force and effect.

[The remainder of this page is intentionally left blank]

- f) The windowsills must completely conceal the mullion clips. Replace any notched windowsills. Do not oversize notch-out the windowsills and use a filler material to conceal the mullion clips.
- g) Replace deteriorated wood buck, set buck in premium silicone sealant.
- h) Remove all previously installed makeshift shutters and attachment hardware or wood, patch and spot paint, match existing paint as close as possible.
- i) Repair/replace all damaged surfaces inside and out, caused by windows removal. Repair damaged sidewalls (window returns) inside the window openings. Modifications or repairs/replacement work to, e.g., stucco, drywall, paint, caulk, and/or tile should match existing adjacent surfaces. **Contractor must obtain Homeowner signature acknowledging that spot painting may not match.**
- j) Remove the manufacturers' stickers and residue on the glass after all final inspections.
- k) Warranty - Contractor to register the windows with the manufacturer and provide the following to the Homeowner:
  - 1 - Copy of the warranty
  - 2 – Name of dealer
  - 3 – proof of sales order number
  - 4 – Proof of shipping date

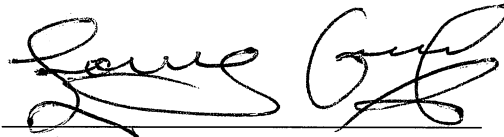
**TOTAL BASE BID: \$18,000.00**

**IN WITNESS WHEREOF**, the Parties have caused this Agreement to be executed on the date on which the last of the Parties initials or signs.



Witness

Date: 8/27/21



Louis V. Audate, Owner

Date: 8-27-2021



Witness

Date: 8/27/21

**CONTRACTOR:**

By: 

Date: 8/27/2021

**APPROVED BY:**

\_\_\_\_\_  
Alberte Bazile, MBA  
Housing & Social Services Director

Date: \_\_\_\_\_

**ATTEST:**

**North Miami Community Redevelopment  
Agency, a public body corporate and politic**

\_\_\_\_\_  
Vanessa Joseph, Esq., NMCRA Secretary

\_\_\_\_\_  
Rasha Soray-Cameau, MBA, FRA-RP Executive Director

\_\_\_\_\_  
NMCRA Secretary Date Signed

\_\_\_\_\_  
Executive Director Date Signed

Approved as to form and legal sufficiency:

\_\_\_\_\_  
Steven W. Zelkowitz, Esq., NMCRA Attorney

\_\_\_\_\_  
NMCRA Attorney Date Signed



## Exhibit A

### SCOPE OF SERVICES

OWNER(S) and CONTRACTOR agree to undertake the following repairs:

All interior and exterior work shall be done in a clean, professional, workmanship type manner with all O.S.H.A. safety laws and rules observed.

**Contractor shall not place any debris or equipment on adjacent properties.** Contractor must clean all areas affected by work under this Contract. All left over debris must be removed and disposed of by legal means. Property must be left in broom clean condition daily. All related construction items removed or replaced shall become the property of contractor unless prior agreement with Homeowner has been reached in writing and approved by Housing Inspector. The contractor shall not use the Homeowner's residential bulk pickup and the regular trash pickup system to remove construction debris.

The Contractor shall provide all necessary materials, equipment and shall perform the services with the standard of skill, care and due diligence, which a competent and suitable qualified person performing such services would reasonably be expected to exercise in accordance with the Work Specifications. The work shall be performed in a "Workman Like Manner." Contractor to include cost of services of any licensed professional, if necessary, in procuring permits for the work.

All work to be performed in the Contract Agreement, including plans and bid specifications shall comply with all current building codes, ordinances, and permitting requirements from the City of North Miami. This includes the current Florida Building Code with the latest revisions. All applicable State and Federal Statutes must be followed (i.e. Davis Bacon, Child Labor Laws, etc.) Failure to comply with general conditions may result in suspension or removal from the program.

The Contractor certifies that the location of the proposed work has been examined, as necessary to fully understand the nature of the obligation. Contractor is responsible for verifying all existing dimensions and job site conditions prior to submitting his bid. The work should be completed in the time limit(s) specified and in accordance with the plans and Work Specifications.

The Contractor must obtain all required permits within 30 days of the issuance of the Notice to Proceed. Construction work must begin within thirty (30) days from the date of the Building Permit issuance and shall be carried out at a rate that insures its full completion: no later than thirty (30) days for exterior work and ninety (90) days for total rehabilitation work, from the date of the issuance of the Notice to Proceed. The Contractor is responsible for scheduling and coordinating all subcontractor work.

***All permits, inspections, process fees, Notice of Commencement/ Termination, wind mitigation report, and engineering or survey required to complete the following tasks shall be the responsibility of the Contractor.***

The Contractor agrees to provide a one (1) year general warranty for all work performed under

these specifications and a 10-year roof warranty. This will include all labor and materials. If certain items require different warranty periods, these items will be cited in the individual specifications.

To the fullest extent permitted by law, the Contractor shall indemnify, defend and hold harmless the Homeowner and the City and its agents and employees, from and against claims, damages, losses and expenses, including but not limited to attorney's fees, arising out of or resulting from performance of the work or providing of materials to the extent caused in whole or in part by negligent or wrongful acts or omissions of, or a breach of this agreement by, the contractor, a subcontractor, anyone directly or indirectly employed by them or anyone whose acts they are legally responsible.

No verbal agreements are to be made between the Contractor and Homeowner. It is understood that the work contained in these specifications shall be done. **There shall be no private agreements of any kind between the Homeowner and the Contractor.**

No changes will be permitted to the Contract Agreement unless of an emergency nature, code violations, a requirement by the Building Department, a request for modification, or other instances as deemed necessary to complete the project. If said changes occur, a Change Order shall be approved and executed by the Homeowner, the Contractor, and the City prior to the start of the change order work.

If at any point in the following Specifications a "maximum retail price" is quoted for an item to be installed, the Homeowner will be responsible for selecting and approving this item within the quoted price range. The Contractor must have written acceptance from the Homeowner, prior to the installation of this product.

Whenever a material, item, article, appliance, or piece of equipment is identified in the Contract Agreement including plans and bid specifications by reference to manufacturers of vendor's names, trade names, model numbers, catalog numbers, or otherwise, the CITY, will have made its best efforts to name such reference. Any such reference is intended merely to establish a standard; and, unless it is followed by the words **"no substitution is permitted"** because of form, fit, function and quality, any material, item, article, appliance, or equipment from other manufacturer's and vendors which will perform or serve the requirements of general design will be considered equally acceptable provided the material, item, article, appliance, or equipment so proposed is, in the sole opinion of the CITY, equal in substance, approval granted by the CITY in the form of an executed change order prior to the installation of the material, item, article, appliance, or equipment.

When a specification refers to an "allowance", the Contractor is to permit the Homeowner to select the product to be installed, providing the pre-tax cost of the product does not exceed the allowance. The product selected must meet the standards specified in these specifications.

If there are conflicts between the Homeowner and the Contractor, the requirements cited in the Work Specifications shall prevail. Exception: Contractor and Homeowner must get written approval from the Home Owner or Condo Association and/or Property Manager for all work items. The Contractor acknowledges that the agent of the City shall perform pre and post inspections of

all work performed. Final and full payment for all work completed pursuant to the Work Specifications (as amended/modified, if applicable) shall be made upon completion of all inspection(s) required by the program and the work has been deemed satisfactory.

Homeowner shall provide the Contractor access to the property: Monday thru Saturday between 8am and 6pm.

Homeowner shall provide the water and electric services necessary to accomplish this work.

It is the Homeowner responsibility to remove and replace all personal property to facilitate the performance of the work. This includes, but is not limited to rugs, furniture, antennas and alarm system.

Contractor shall repair/relocate any phone wires affected by this work, Homeowner responsible for all TV cables or satellite wiring.

Contractor shall be responsible for any damage done to Homeowner's home, furnishings and personal property, because of the work performed by Contractor under these Bid Specifications.

**Lead Based Paint Testing Report was provided to each contractor attending the Pre-Bid Conference: by signing the sign-in sheet at the Pre-Bid Conference, the contractors acknowledge receiving the report. However comprehensive the report appears, it cannot claim to have identified all lead containing materials. It is the Contractor's responsibility to determine compliance with EPA and OSHA standard.**

## **PROJECT PICTURES**

**Contractor must provide a complete set of digital project pictures before the final payment.**

**Complete set of pictures include:**

- 1. Before construction pictures**
- 2. In-progress construction pictures**
- 3. Final pictures**

<b>EXTERIOR</b>
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## **GENERAL ROOF SPECIFICATIONS**

Sheathing end joints shall be made over rafters. All supporting verge rafters shall extend back into the roof at least four feet. All sagging portions of the roof shall be braced with minimum 2"x4" lumber from roof rafters to nearest bearing wall. Purlins shall be used when necessary. The first

two hundred feet (200') of unforeseen rotten or damaged sheathing replacement will be included in the contract price. Replacement of any additional sheathing requires the Housing Inspector's verification and authorization prior to replacement. An Engineer Certification is required for repair/replacement of roof framing components of structural concern. The roofing contractor must comply with any gas vents requirements per Building and Zoning. **Contractor shall warrant work for ten years from completion date (final permit approval) of all work required under this contract. A copy of the warranty must be submitted to the Homeowner and the Housing Division office upon completion of the roof. NOTE: All damaged sheathing, rafters, fascia and soffits replacement shall be included in the contract price.**

**Additional sheathing to be replaced at %\_\_\_\_\_per square foot, or \$\_\_\_\_\_per linear foot**

**Additional rafters to be replaced at \$\_\_\_\_\_ per linear foot**

**Additional fascia to be replaced at \$\_\_\_\_\_ per linear foot**

**Additional soffit to be replaced at \$\_\_\_\_\_ per square foot**

**Uniform Mitigation Verification Inspection Form - Upon completion of the work specifications, the Contractor must completely fill-out the Uniform Mitigation Verification Inspection Form, include supplying at least one photograph to accompany this form to validate each attribute marked in questions 3 through 7 and performing research to determine permit history and year house built.**

**Forms MUST contain the Homeowner signature.**

**Forms MUST contain the Inspector's Wind Mitigation Certificate of Completion.**

<b>EXTERIOR WORK ITEMS</b>
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**01) FRONT EXTERIOR INSWING DOOR WITH ¼-IMPACT GLASS \$2,000.00**

**NUMBER OF DOOR OPENING 1**

Reason for replacement: existing door is out of compliance with the FBC & Miami-Dade codes for a wind-borne debris protected door opening.

Remove existing door, jamb, casing, threshold, and haul these materials/debris away. Replace deteriorated wood buck, set buck in premium silicone sealant. Install the door and its components in strict compliance with the Florida Building Code (including FBC Energy Conservation), Florida

Product Approval (or Miami/Dade NOTICE OF ACCEPTANCE). Repair all damaged and adjacent surfaces inside and out, caused by door removal and modifications, restoring to original condition. This item requires a permit.

- a) Remove existing outer glass door and give it to the Homeowner. Do not replace the outer glass door.
- b) Furnish and install new inswing impact resistant metal exterior door, with 1/4-inch impact glass, complete with jamb, casing, brick molding. Doors must be 1 3/4-inch solid core door.
- c) The new door shall fit within the existing masonry opening, per the product approval.
- d) Install 200-degree door viewer (peephole), spring/chain stop or doorstop. The Homeowner must sign-off on the height of the peephole prior to installation.
- e) Install aluminum weather-stripping saddle, weather-stripping on the frame and weather-strip wedges at the upper and lower corners of the jamb to ensure weather tight seal.
- f) Install stainless steel security proof hinges, do not paint hinges. The doorknob should be an entry-type, which can be locked by turn button inside or a key outside. Deadbolt will have turn piece inside and keyed to knob outside, knob and deadbolt keyed alike. Install ANSI Grade 1 hardware.
- g) Countersink all exposed fasteners into frame, to conceal; fill with wood putty and sand smooth. Alternatively, completely conceal behind the weather-stripping, per Product Approval or with caps.
- h) Do not remove the door impact resistant rated label or painted over. The impact rated label must be legible and completely intact.
- i) If door and/or jamb are unfinished, apply one coat of primer/sealer and two coats of 100% acrylic latex paint on jamb and casing to provide an opaque coverage. Paint the door as recommended by the manufacturer. DO NOT PAINT THE WEATHER-STRIPPING.
- j) Homeowner will select door style, color, finishes, glass and left or right-hand door swing; Homeowner written approval is required.
- k) Warranty - Contractor to register the windows with the manufacturer and provide the following to the Homeowner:
  - 1 - Copy of the warranty
  - 2 - Name of dealer
  - 3 - proof of sales order number

#### 4 – Proof of shipping date

### **02) REPLACE EXTERIOR WINDOWS WITH IMPACT WINDOWS \$16,000.00**

LOCATIONS: REPLACE ALL WINDOWS EXCEPT WINDOWS ON PATIO AND STORAGE ROOM EXTERIOR PARTITIONS - APPROXIMATE NUMBER OF EXISTING WINDOWS **20** and NUMBER OF WINDOW OPENINGS **12**

Reason for replacement: existing windows are old crank-out awning windows: poor performance — opening and closing is a difficult task; not weather-tight. The home appears is out of compliance with the FBC & Miami-Dade codes for wind-borne debris protected window openings.

Remove existing windows and install new impact replacement windows and standard factory tinted glass. All operable windows must have screens. Install windows and its components in strict compliance with Florida Building Code (including FBC Energy Conservation), Florida Product Approval (or Miami/Dade NOTICE OF ACCEPTANCE). Contractor is to provide required engineering. This item requires a permit.

- a) The approximate number of openings above is not for bidding purpose, the Contractors will verify measurements/dimensions and total number of openings for new windows.
- a) The new replacement windows shall be:
  - 1. Aluminum windows with bronze color frames.
  - 2. The new replacement windows can be single hung, horizontal and/or fixed
  - 3. Homeowner written approval is required on final window design, operation of windows, obscure glass, color of frames and degree of tinted glass from the standard stock, for each window openings.
- b) Install casement windows or horizontal sliding windows, if required because size restriction for egress.
- c) All exposed anchoring screws shall be the same color as the window frame.
- d) Install obscure glass in bathroom windows.
- e) Replace tiled windowsills, except bathroom(s). Replace wood, cracked and damage windowsills, minor scratches are permissible. Replace missing windowsills. Replacement windowsills shall be ½” marble sills. Match the new marble sills color and pattern as close as possible.

## Exhibit B

### Program Regulations

All work shall be performed in accordance with applicable federal regulations, including, but not limited to Davis-Bacon Act, Contract Work Hours and Safety Standards Act and Copeland Act (Anti-Kickback Act).

All work shall be performed in accordance with the terms and conditions stipulated in the executed contract and all applicable plans and specifications. Change orders to increase or decrease the dollar amount or which alter or deviate from the approved scope of work must be approved in writing by the Agent North Miami Community Redevelopment Agency (NMCRA) prior to work being performed or change orders being undertaken/implemented. Any change in the scope of work which increases the costs of the contract is the Owner(s)'s responsibility.

The Owner(s) shall certify that all information furnished when applying for NMCRA Housing Improvement Program funds is true and complete. Should it be found that the Owner(s) willfully falsified any information upon which eligibility to obtain NMCRA Housing Improvement Program funds was determined, this Agreement may be canceled by the Agent NMCRA and the Owner(s) shall be required to immediately return to the Agent any sums expended by the Agent in repairing or purchasing the Owner(s) property, including any legal fees incurred during the Program application process, and including administrative costs. **PENALTY FOR FALSE OR FRAUDULENT STATEMENT.** Title 18 U.S.C. Section 1001, provides: "whoever, in any matter within the jurisdiction of any department or agency of the United States knowingly and willfully falsifies or makes any false, fictitious or fraudulent statement or entry, shall be fined not more than \$10,000.00 or imprisoned not more than five (5) years or both."

### Commencing Work

The Project shall begin only after a contract has been executed, a permit pulled, proof that a Notice of Commencement has been filed, and submission of a Contractor's Certification, County-required affidavits, proof of required insurances and an up-to-date contractor's license and occupational license.

### Method of Payment

All applications for payment must be accompanied by certified statements (i.e., releases of liens and affidavits from the general contractor, all sub-contractors and suppliers) showing that the property is free and clear of mechanics or any other type of liens or obligations relating to the construction of the project. Also, a copy of both sides of the permit and inspection record card must accompany each payment request. All funding entities must authorize payments.

When requesting a payment, **ALL** of the following documents must be submitted at the same time. If there are any documents missing, the payment request package will **NOT** be accepted.

- Contractor's Invoice
- Release of Liens (Painters, General Contractor & Subcontractors)
- Contractor's Payment Request
- Homeowner's Payment Authorization
- Subcontractor's List

- Contractor's Payment Request Worksheet
- Certificate of Completion (**submit only with final payment**)

Final payment shall be due and payable within **forty-five (45) calendar days** following completion of all terms of this contract and final inspection and acceptance of same by the Homeowner and the Agent.

ADDITIONALLY, ALL PARTIES AGREED TO COMPLY WITH ALL EXISTING FEDERAL, STATE AND LOCAL LAWS AND ORDINANCES HERETO APPLICABLE, AS AMENDED.



This instrument prepared by:  
Spiritus Law  
Steven W. Zelkowitz, Esq.  
2525 Ponce De Leon Boulevard  
Suite 1080  
Coral Gables, Florida 33134

## DECLARATION OF RESTRICTIVE COVENANT

This Declaration of Restrictive Covenant ("Restrictive Covenant") is made and entered into this day of \_\_\_\_\_, by **Louis V. Audate**, ("Owner")s, Owner of the subject property, in favor of the **North Miami Community Redevelopment Agency** ("NMCRA"), a public body corporate and politic of the State of Florida.

### RECITALS

WHEREAS, the undersigned is the fee simple owner(s) of the following described property ("Property") subject to the provisions, covenants, and restrictions contained herein:

Street Address: 1101 NW 124<sup>th</sup> Street, North Miami, Florida 33168

Legal Description: East 10 feet of Lot 19 and all of Lot 20, Block 11, SUNKIST GROVES, according to the Plat thereof, as recorded in Plat Book 8 at Page 49, of the Public Records of Dade County, Florida a/k/a 1101 NW 124<sup>th</sup> Street, North Miami, Florida 33168

Folio Number: 06-2126-016-1852

WHEREAS, the NMCRA, as a condition for awarding NMCRA Funds through the North Miami Housing Improvement Program ("Program") for the rehabilitation of the Property, is required to record in the Public Records this Restrictive Covenant.

WHEREAS, Program Guidelines require properties who participate in the Program to be subject to an affordability period.

NOW THEREFORE, the Owner(s) agrees and covenants to restrict the use of the Property in the following manner:

1. The recitals set forth in the preamble are adopted by reference and incorporated in this Restrictive Covenant.
2. The Owner(s) covenants and agrees that for a period of five (5) years ("Affordability Period") following the date that this Restrictive Covenant has been executed by the Owner(s), the Property shall continue to be the principal residence of the Owner(s) and the property is maintained in a condition satisfactory to the NMCRA, unless fee simple ownership of the Property has been conveyed consistent with the requirements of this Restrictive Covenant.
3. That during the Affordability Period fee simple title to the Property may be conveyed only to a person or persons who will use the Property as their principal residence and who meet the income guidelines as defined by regulations of the United States Department of Housing and Urban Development ("HUD") used for this Program.
4. The restrictions contained within this Restrictive Covenant shall terminate upon occurrence of any of the following termination events: sale of the property, rental of the property, foreclosure, transfer in lieu of foreclosure or abandonment, the Owner(s) reacquire an ownership interest in the Property following the termination event.
5. The covenants and restrictions incorporated in this Restrictive Covenant shall be considered and construed as covenants and restrictions running with the land.


6. This Restrictive Covenant shall remain in full force and effect and shall be binding upon the Owner(s), its successors and assigns, and all subsequent owners of the Property for a period of five (5) years from the date this Restrictive Covenant is recorded.

7. The Owner(s) hereby acknowledges and agrees that the NMCRA is a beneficiary of this Restrictive Covenant, and the Owner(s) shall not release or amend this Restrictive Covenant without the prior written consent of the NMCRA or its designee.


8. Any and all requirements of the laws of the State of Florida that must be satisfied in order for the provisions of this Restrictive Covenant to constitute a deed restriction and covenant running with the land shall be satisfied in full, and any requirements or privileges of estate are intended to be satisfied, or in the alternate, an equitable servitude has been created to insure that these restrictions run with the land. For the term of this Restrictive Covenant, each and every contract, deed, or other instrument hereafter executed conveying the Property or portion thereof shall expressly provide that such conveyance is subject to this Restrictive Covenant, provided, however, that the covenants contained herein shall survive and be effective regardless of whether such contract, deed, or other instrument hereafter executed conveying the Property or portion thereof provides that such conveyance is subject to this Restrictive Covenant.

IN WITNESS WHEREOF, the Owner(s) has executed this Declaration of Restrictive Covenant on the day and year indicated by the notary public (below).


WITNESS:

  
Tommie Lee Frison  
Legibly print name

Signature of Owner

  
Louis V. Audate  
Legibly print name

SUBSCRIBED AND SWORN TO before me this 67 day of August, 20 21 by the Owner identified above who is either personally known to me or who produced a satisfactory documentary evidence verifying his or her identification.

  
Signature of Notary Public, State of Florida



Tommie Lee Frison  
Notary Public  
State of Florida  
Comm# HH094534  
Expires 2/17/2025

This instrument prepared by:  
Spiritus Law  
Steven W. Zelkowitz, Esq.  
2525 Ponce De Leon Boulevard  
Suite 1080  
Coral Gables, Florida 33134

NORTH MIAMI COMMUNITY REDEVELOPMENT AGENCY  
HOUSING IMPROVEMENT PROGRAM

**MONEY MORTGAGE**

This Mortgage is made and entered into this day of \_\_\_\_\_, between **Louis V. Audate**, (“Mortgagor”), residing at 1101 NW 124<sup>th</sup> Street, North Miami, Florida 33168, and the **North Miami Community Redevelopment Agency, North Miami, Florida** (“Mortgagee”).

WITNESSETH:

WHEREAS, the Mortgagor desires to secure the payment of an indebtedness in the principal amount of Eighteen Thousand Dollars and 00/100 Cents (**\$18,000.00**) with interest payable in accordance with a Promissory Note bearing even date with this Mortgage which is attached as “Schedule A” and made a part of this Mortgage, and all other indebtedness which the Mortgagor is obligated to pay to the Mortgagee pursuant to the provisions of the Note of this Mortgage, hereby grants, conveys and mortgages to the Mortgagee the parcel of land situated in Miami-Dade County, Florida and described as follows:

East 10 feet of Lot 19 and all of Lot 20, Block 11, SUNKIST GROVES, according to the Plat thereof, as recorded in Plat Book 8 at Page 49, of the Public Records of Miami-Dade County, Florida a/k/a 1101 NW 124<sup>th</sup> Street, North Miami, Florida 33168 (subject property).

TOGETHER with all appurtenances and all the estate and rights of the Mortgagor in and to such property or in any way appertaining, all buildings and other structures attached to, or used in the operation of, any such land, buildings or structures which are necessary to the complete use and occupancy of such buildings or structures for the purposes for which they were or are to be erected or installed, including but not limited to all heating, plumbing, bathroom, lighting, cooking, laundry, ventilating, refrigerating, incinerating and air-conditioning equipment and fixtures, and all replacements and additions, whether or not the same are or shall be attached to such land, buildings or structures in any manner.

TOGETHER with any and all awards made for the taking of the Mortgaged Property, or any part thereof (including any easement) by the exercise of the power of eminent domain, including any award for change of grade of any street or other roadway, which awards are assigned to the Mortgagee and are deemed a part of the Mortgaged Property, and the Mortgagee is authorized to collect and receive the proceeds of such awards, to give the proper receipts and quitittance, and to apply the same toward the payment of the indebtedness secured by this Mortgage, notwithstanding the fact that the amount owing may not then be due and payable; and the Mortgagor agrees, upon request by the Mortgagee, to make, execute and deliver any and all assignments and other instruments sufficient for the purpose of assigning each such award to the Mortgagee, free, clear and discharged of any encumbrances or any kind and nature; and

TOGETHER with all right, title and interest of the Mortgagor in and to the land lying in the streets and roads in front of and adjoining the above described land (all the above described land, buildings, other structures, fixtures, articles of personal property, awards and other rights and interests being collectively call the “Mortgaged Property”).

TO HAVE AND TO HOLD the Mortgaged Property and every part unto the Mortgagee, its successors and assigns forever for the purpose and uses set forth.

The Mortgagor further covenants and agrees with the Mortgagee, as follows:

1. The Mortgagor will promptly pay the principal of and interest on the indebtedness evidenced by the Note, and all other charges and indebtedness provided in the Note and in this Mortgage, at the times and in the manner provided in the Note and in this Mortgage.
2. The Mortgagor will pay when due all ground rents, if any, and all taxes, assessments, waiver rates and other governmental charges, fines, and impositions of every kind and nature imposed on the Mortgaged Property or any part, and will pay when due every amount of indebtedness secured by any lien to which the lien of this Mortgage is expressly subject.
3. This Mortgage and the Note were executed and delivered to secure moneys advanced in full to the Mortgagor by the Mortgagee as or on account of a loan evidenced by the Note, for the purpose(s) described or referred to in the City of North Miami’s Community Redevelopment Agency (CRA) Home Improvement Program Agreement entered into this day of \_\_\_\_\_, to or on the Mortgaged Property, and for such other purpose, if any.
4. No building or other structure or improvement, fixture, or personal property managed shall be removed or demolished without the prior written consent of the Mortgagee. The Mortgagor will not make, permit or suffer

any alteration of or addition to any building or other structure or improvement to be erected or installed upon the Mortgaged Property or any part, nor will the Mortgagor use, or permit or suffer the use of any of the Mortgaged Property for any purpose other than the purpose or purposes for which the same is now intended to be used, without the prior written consent of the Mortgagee. The Mortgagor will maintain the Mortgaged Property in good condition and state of repair and will not suffer or permit any waste to any part and will promptly and with all the requirements of federal, state and local governments, or of any departments, divisions or bureaus, pertaining to such property.

5. The Mortgagor will not voluntarily create, or permit or suffer to be created or to exist, on or against the Mortgaged Property, or any part, any lien superior to the lien of this Mortgage, exclusive of the lien or liens, if any, to which this Mortgage is expressly subject, as set forth in the granting clause above, and will keep and maintain the same from the claims of all parties supplying labor or materials which will enter into the construction or installation of improvements. This Mortgage shall have priority over all other encumbrances except a purchase money first mortgage.
6. a) The Mortgagor will keep all buildings, other structures and improvements, including equipment, now existing or which may be erected or installed on the land mortgaged, insured against loss by fire and other hazards, casualties and contingencies, in such amounts and manner, and for such periods, all as may be required from time to time by the Mortgagee. Unless otherwise required by the Mortgagee, all insurance shall be effected by Standard Fire and Extended Coverage Insurance policies, in amounts not less than necessary to comply with the coinsurance clause percentage of the value applicable to the location and character of the property to be covered. All such insurance shall be carried in companies approved by the Mortgagee and applicable to the location and character of the property to be covered. All such insurance shall be carried in companies approved by the Mortgagee and all policies shall be in such form and shall have attached loss payable clauses in favor of the Mortgagee and any other parties as shall be satisfactory to the Mortgagee. All policies and attachments shall be delivered promptly to the Mortgagee unless they are required to be delivered to the holder of a lien of a mortgage or similar instrument to which this Mortgage is expressly subject, in which latter event, certificates, satisfactory to the Mortgagee, shall be delivered promptly to the Mortgagee. The Mortgagor will pay promptly when due, as provided, any and all premiums on such insurance, and in every case in which payment is not made from the deposits required by this Mortgage, promptly submit to the Mortgagee for examination receipts or other evidence of such payment as shall be satisfactory to the Mortgagee. The Mortgagee may obtain and pay the premium on (but shall be under no obligation to do so) every kind of insurance required if the amount of such premium has not been deposited as required by this Mortgage, in which event the Mortgagor will pay the Mortgagee every premium so paid by the Mortgagee.
- b) In the event of loss or damage to the mortgage property, the Mortgagor will give to the Mortgagee immediate notice by mail, and the Mortgagee may make and file proof of loss if not made otherwise promptly by or on behalf of the Mortgagor. Each insurance company issuing any such policy is hereby authorized and directed to make payment for such loss to the Mortgagor and the Mortgagee jointly, unless the amount of loss is payable first to the lienholder under a mortgage or similar instrument to which this Mortgage is expressly subject, and the insurance proceeds, or any part, if received by the Mortgagee, may be applied by the Mortgagee, at its option, either in reduction of the indebtedness secured, or to the restoration or repair of the Mortgaged Property in extinguishment of such indebtedness, all right, title and interest of the Mortgagor in and to every such insurance policy then in enforce, subject to the rights and interest of the holder of any such prior lien, shall pass to the grantee acquiring title to the Mortgaged Property together with such policy and appropriate assignment of such right, title, and interest which shall be made by the Mortgagor.
7. The Improvements and all plans and specifications shall comply with any and all applicable municipal, county, state and federal ordinances, regulations and rules made or promulgated by lawful authority, and upon their completion, shall comply with the rules of the Board of Fire Underwriters having jurisdiction.
8. Upon any failure by the Mortgagor to comply with or perform any of the terms, covenants or conditions of the Mortgage requiring the payment of any amount of money by the Mortgagor, other than the principal amount of the loan evidenced by the Note, interest and other charges, as provided in the Note, the Mortgagee may at its option make such payment. Every payment so made by the Mortgagee (including reasonable attorney's fees incurred), with interest thereon from date of such payment, at the rate of four percent (4%) per annum, except any payment for which a different rate of interest is specified herein, shall be payable by the Mortgagor to the Mortgagee on demand and shall be secured by this Mortgage. This Mortgage with respect to any such amount and the interest thereon shall constitute a lien on the Mortgaged Property prior to any other lien attaching or accruing subsequent to the lien of this Mortgage.
9. The Mortgagee, by any of its agents or representatives, shall have the right to inspect the Mortgaged Property from time to time at any reasonable hour of the day. Should the Mortgaged Property at any time require inspection, repair, care or attention of any kind or nature not provided by the Mortgagor as determined by the Mortgagee in its sole discretion, the Mortgagee may, after notice to the Mortgagor, enter or cause entry to be made upon the Mortgaged Property and inspect, repair, protect, care for or maintain such property, as the Mortgagee may in its sole discretion deem necessary, and may pay all amounts of money, as the Mortgagee may in its sole discretion deem necessary.
10. The principal amount owing on the Note together with interest and all other charges, as provided in the Note, and all other amounts of money owing by the Mortgagor to the Mortgagee pursuant to and secured by this Mortgage, shall immediately become due and payable without notice or demand upon the transfer or alienation of the Mortgaged Property to another person other than the Mortgagor, except is such transfer is to the surviving spouse, appointment of a receiver or liquidator, whether voluntary or involuntarily, for the Mortgagor or any of the property of the Mortgagor, or upon the filing of a petition by or against the Mortgagor under the provisions of any State insolvency law, or under the provisions of the Bankruptcy Act of 1898, as amended, or upon the making by the

Mortgagor of an assignment for the benefit of the Mortgagor's creditors. The Mortgagee is authorized to declare, at its option, all or any part of such indebtedness immediately due and payable upon the happening of any of the following events which shall constitute a default on that Note and any other Note which this mortgage secures:

- a) Failure to pay the amount of any installment of principal and interest, or other charges payable on the Note which shall have become due;
- b) Nonperformance by the Mortgagor of any covenant, agreement, term or condition of this Mortgage, or the Note (except as otherwise provided in subdivision (a) or of any other agreement made by the Mortgagor with the Mortgagee in connection with such indebtedness, after the Mortgagor has been given due notice by the Mortgagee of such nonperformance;
- c) Failure of the Mortgagor to perform any covenant, agreement, term or condition in any instrument creating a lien upon the Mortgaged Property, or any part, which shall have priority over the lien of this Mortgage;
- d) The Mortgagee's discovery of the Mortgagor's failure in any application of the Mortgagor to the Mortgagee to disclose any fact deemed by the Mortgagee to be material, or of the making, or in any of the agreements entered into by the Mortgagor with the Mortgagee (including, but not limited to, the Note and this Mortgage) of any misrepresentation by, on behalf of, or for the benefit of the Mortgagor;
- e) The sale, lease or other transfer of any kind or nature of the Mortgaged Property, or any part, without the prior written consent of the Mortgagee, including the subordination of this mortgage or owner/s refinancing of the mortgage property.

The Mortgagee's failure to exercise any of its rights shall not constitute a waiver. All the events in this Paragraph enumerated upon the happening of any of which the Note shall become, or may be declared to be, immediately due and payable are in this Mortgage called "events of default".

11. Future Advances. This Mortgage secures such future or additional advances (in addition to the principal amount of the Note) as may be made by Mortgagee or the holder hereof at its exclusive option, to Mortgagor or their successors or assigns in title, for any purpose, provided that all such advances are made within five (5) years from the date of this Mortgage or within such lesser period of time as may be provided by law as a prerequisite for the sufficiency of actual notice or record notice of such optional, future or additional advances as against the rights of creditors or subsequent purchasers for valuable consideration to the same extent as if such future or additional advances are made on the date of the execution of this Mortgage. The total amount of indebtedness secured by this Mortgage may be increased or decreased from time to time, but the total unpaid balance so secured at any one time shall not exceed the maximum principal amount of Eighteen Thousand Dollars and 00/100 Cents (\$18,000.00), plus interest and any disbursements made under this Mortgage for payment of impositions, insurance or otherwise, with interest on such disbursements. It is agreed that any additional sum or sums advanced by Mortgagee shall be equally secured with, and have the same priority as, the original principal indebtedness payable under the Note and shall be subject to all of the terms, provisions, and conditions of this Mortgage, whether or not such additional loans or advances are evidenced by other promissory notes of Mortgagor and whether or not identified by a recital that it or they are secured by this Mortgage. This Mortgage cannot be waived, changed, discharged or terminated orally, but only by an instrument in writing signed by the party against whom enforcement of any waiver, change, discharge or termination is sought.
12. The Mortgagee may from time to time cure each default under any covenant or agreement in any instrument creating a lien upon the Mortgaged Property, or any part which shall have priority over the lien of this Mortgage, to such extent as the Mortgagee may exclusively determine, and each amount paid, if any, by the Mortgagee to cure any such default shall be paid by the Mortgagor to the Mortgagee, and the Mortgagee shall also become subrogated to whatever rights the holder of the prior lien might have under such instrument.
13. a) After the happening of any default, the Mortgagor shall, upon demand of the Mortgagee, surrender possession of the Mortgaged Property to the Mortgagee, and the Mortgagee may enter such property, and let the same and collect all the rents therefrom which are due or to become due, and apply the same, after payment of all charges and expenses, on account of the indebtedness secured, and all such rents and all losses existing at the time of such default are assigned to the Mortgagee as further security for the payment of the indebtedness secured, and the Mortgagee may also dispossess, by the usual summary proceedings, any tenant defaulting in the payment of any rent to the Mortgagee.
- b) In the event that the Mortgagor occupies the Mortgaged Property or any part, the Mortgagor agrees to surrender possession after such default, such possession shall be as a tenant of the Mortgagee, and the Mortgagor shall pay in advance, upon demand by the Mortgagee, as a reasonably monthly rental for the premises occupied by the Mortgagor, an amount at least equivalent to one-twelfth the aggregate of the twelve monthly installments payable under the Note in the current calendar year, plus the actual amount of the annual ground rent, if any, taxes, assessments, water rates, other governmental charges, and insurance premiums payable in connection with the Mortgaged Property during such year, and upon the failure of the Mortgagor to pay such monthly rental, the Mortgagor may also be dispossessed by the usual summary proceedings applicable to tenants. This covenant shall become effective immediately upon the happening of any such default, as determined in the sole discretion of the Mortgagee, who shall give notice of such determination to the Mortgagor, and in the case of foreclosure and the appointment of a receiver of the rents, the covenant shall inure to the benefit of such receiver.

14. The Mortgagee in any action to foreclose this Mortgage shall be entitled to the appointment of a receiver without notice, as a matter of right and without regard to the value of the Mortgaged Property, or the solvency or insolvency of the Mortgagor or other party liable for the payment of the Note and other indebtedness secured by this Mortgage.
15. The Mortgagor, within ten (10) days upon request in person or within twenty (20) days upon request by mail, will furnish promptly a written statement in form satisfactory to the Mortgagee, signed by the Mortgagor and duly acknowledged, of the amount then owing on the Note and other indebtedness secured by this Mortgage, and whether any offsets or defenses exist against such indebtedness or any part.
16. The Mortgagor will give immediate notice by registered or certified mail to the Mortgagee of any fire, damage or other casualty affecting the Mortgaged Property, or of any conveyance, transfer or change in ownership of such property, or any part.
17. Notice and demand or request may be made in writing and may be served in person or by mail.
18. In case of a foreclosure sale of the Mortgaged Property, it may be sold in one parcel.
19. The Mortgagor will not assign the rents, if any, in whole or in part, from the Mortgaged Property, or any part, without the prior written consent of the Mortgagee.
20. The Mortgagor is lawfully seized of the Mortgaged Property and has good right, full power and lawful authority to sell and convey the same in the manner above provided, and will warrant and defend the same to the Mortgagee forever against the lawful claims and demands of any and all parties whatsoever.
21. The Mortgagor waives the benefit of all homestead exemptions as to the debt secured by this Mortgage and as to any expenditure for insurance, taxes, levies, assessments, dues or charges incurred by the Mortgagee pursuant to any provision of this Mortgage.
22. This Mortgage and all the covenants, agreements, terms and conditions herein contained shall be binding upon and inure to the benefit of the Mortgagor and the heirs, legal representatives and assigns of the Mortgagor, and to the extent permitted by law, every subsequent owner of the Mortgaged Property, and shall be binding upon and inure to the benefit to the Mortgagee and its assigns. If the Mortgagor consists of two or more parties, this Mortgage shall constitute a grant and mortgage by all of them jointly and severally, and they shall be obligated jointly and severally under all these provisions and under the Note. The word "Mortgagee" shall include any person, corporation or other party who may from time to time be the holder of this Mortgage. Wherever used, the singular number shall include the plural, the plural number shall include the singular, and the use of any gender shall be applicable to all genders wherever the sense requires.

IN WITNESS WHEREOF, this Mortgage has been duly signed and sealed by the Mortgagor on or as of the day and year first above written.

Signed, sealed and delivered in the presence of:

Tommie L Frison  
Witness (Print Name)

Louis V. Audate, Owner

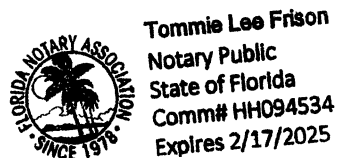
Address: 1101 NW 124<sup>th</sup> Street, North Miami, FL 33168

STATE OF FLORIDA

COUNTY OF MIAMI-DADE

SUBSCRIBED AND SWORN TO before me this 27<sup>th</sup> day of August, 2021 by the Owner(s) identified above, who either is personally known to me or who produced a satisfactory documentary evidence verifying his or her identification.

[Signature]  
Signature of Notary Public, State of Florida



This instrument prepared by:  
Spiritus Law  
Steven W. Zelkowitz, Esq.  
2525 Ponce De Leon Boulevard  
Suite 1080  
Coral Gables, Florida 33134

CITY OF NORTH MIAMI COMMUNITY REDEVELOPMENT AGENCY  
HOUSING IMPROVEMENT PROGRAM

PROMISSORY NOTE

Schedule A  
Amount: \$18,000.00

Agreement No.: CRA - 2021-17  
Date: \_\_\_\_\_

This Promissory Note is made and entered into this day of \_\_\_\_\_, between **Louis V. Audate**, (“Mortgagor”) residing at 1101 NW 124<sup>th</sup> Street, North Miami, Florida 33168, and the **North Miami Community Redevelopment Agency, North Miami, Florida** (“Mortgagee”).

FOR VALUE RECEIVED, the undersigned jointly and severally promise(s) to pay to the City of North Miami, Florida (“City”) the sum of Eighteen Thousand Dollars and 00/100 Cents (**\$18,000.00**), payable without interest.

So long as the undersigned has not defaulted on payment under this Note, or has not provided false information in support of the North Miami’s Community Redevelopment Agency (CRA) Single-Family Beautification Program (“Program”) application, or has not otherwise violated the City’s Program requirements, this amount shall be partially forgiven in the amount of Three Thousand Six Hundred Dollars and 00/100 Cents (**\$3,600.00**) each year over a five (5) year period, until fully forgiven at the conclusion of five (5) years.

If the property securing this note is sold or in any way alienated or transferred, except if such transfer is to the surviving spouse, such an event shall constitute a default, and this sum shall be payable at a rate of four percent (4%) simple interest per year on the unpaid principal amount then owing. Determination of an alienation, transfer or sale sufficient to call for payment of this Note shall rest with the City and/or its designated agents and the maker shall be notified of the time and place of payment. Subordination of this Note or the Owner’s refinancing of the subject property shall constitute a default.

The undersigned reserve(s) the right to repay at any time all or any part of the principal amount of this Note without the payment of penalties or premiums.

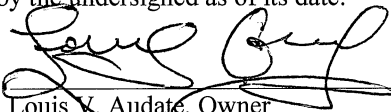
If the principal amount of this Note is not paid when due, the undersigned’s action shall constitute a default and shall, at the option of the City, pay to the City the late charge of one (1) percent per calendar month, or fraction thereof, on the amount past due and remaining unpaid. Failure of the City to exercise such option shall not constitute a waiver of such default. If the undersigned shall default on payment under this note, or provide false information in support of the application, or otherwise violate the City’s Program requirements, the undersigned may be subject to penalties authorized by state and local laws, codes, rules and regulations. If this Note be reduced to judgment, such judgment should bear the statutory interest rate on judgments.

If suit is instituted by the City to recover on this Note, the undersigned agree(s) to pay all costs of such collection including reasonable attorney’s fees, at trial and appellate levels, and court costs.

THIS NOTE is secured by a Mortgage of even date duly filed for record in the Public Records of Miami-Dade County, Florida.

DEMAND, notice of demand and protest are hereby waived, and the undersigned hereby waives, to the extent authorized by law, any and all homestead and other exemption rights which otherwise would apply to the debt evidenced by this Note.

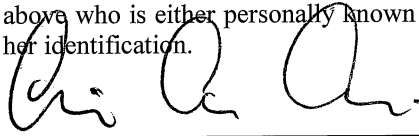
IN WITNESS WHEREOF, this Note has been duly executed by the undersigned as of its date.

  
Louis V. Audate, Owner

STATE OF FLORIDA

COUNTY OF MIAMI-DADE

SUBSCRIBED AND SWORN TO before me this 27<sup>th</sup> day of August, 2021 by the Owner(s) identified above who is either personally known to me or who produced a satisfactory documentary evidence verifying his or her identification.

  
\_\_\_\_\_  
Signature of Notary Public, State of Florida



**Tommie Lee Frison**  
Notary Public  
State of Florida  
Comm# HH094534  
Expires 2/17/2025